

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement: The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

The Gallagher Group, LLC

2. Registration No.

6277

3. Name of Foreign Principal

The Embassy of the State of Qatar (through Portland PR, Inc.)

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Gallagher Group, LLC will advise, assist, and represent the Embassy of the State of Qatar on U.S. government relations and lobbying efforts. It will organize and conduct meetings with U.S. government officials, as needed.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant's activities may include communications on behalf of the Embassy of the State of Qatar with officials in the executive branch departments and agencies, with Members and staff of the U.S. Congress and with other individuals and organizations involved in governmental and public policy matters.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
April 08, 2016	James P. Gallagher, President	/s/ James P. Gallagher eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

SCHEDULE 1 - WORK ORDER PRO-FORMA

THIS WORK ORDER is made as of March 1, 2016 (the "Work Order Effective Date") by and between:

- (1) **PORTLAND PR INC.**, a company incorporated in Delaware and having an office at 1717 K Street, Suite 900, Washington, DC 20006 (the "Consultant"); and
- (2) **THE GALLAGHER GROUP, LLC**, a company incorporated in Virginia with company number S 046294-7 and having its registered office at 2503 Hayes St, Alexandria VA 22302 (the "Supplier"),

each a "Party" and together the "Parties", and is issued in accordance with the terms and conditions of the Supplier Agreement between the Consultant and the Supplier, dated January 19, 2015 (the "Agreement").

PROJECT NUMBER / DESCRIPTION: Q Work Order No. 3
 Portland PO No. DC57

NOW IT IS HEREBY AGREED as follows:

PART A - TERMS OF WORK ORDER

- 1. **Nature of this Work Order**
 This Work Order forms part of the Agreement, with the provision of the Services by the Supplier under this Work Order being subject to the terms and conditions of the Agreement.
- 2. **Term of this Work Order**
 - 2.1 This Work Order shall be deemed to have commenced on the Work Order Effective Date (notwithstanding the date of its execution by each of the Parties) and continues until the Supplier has performed all of its obligations under this Work Order in accordance with the terms and conditions of the Agreement, unless terminated by either Party in accordance with the terms and conditions of the Agreement (including clause 10).
 - 2.2 The period for this Work Order shall be a period of six (6) months from January 1, 2016 to June 30, 2016.
- 3. **Services**
 - 3.1 The Supplier shall provide the Services outlined in Schedule 3 (Services) in accordance with the terms and conditions of the Agreement.
- 4. **Fees**
 - 4.1 The Fees payable for the Services shall be calculated as follows:
 - Jan - \$7,500
 - Feb - \$7,500
 - Mar to Jun - \$15,000 per month
 - 4.2 The Fees shall be paid in installments in accordance with the following payment schedule:

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Payment schedule	Period	Amount	Invoice	Payment
1 st Installment	Jan 1 to Feb 29	\$15,000	On Work Order signature	Within 15 days
2 nd Installment	Mar 1 to Apr 30	\$30,000	Mar 1, 2016	Within 15 days
3 rd Installment	May 1 to Jun 30	\$30,000	May 1, 2016	Within 15 days

- 4.3 The Consultant shall not pay any Fees to the Supplier until in receipt of cleared funds for the relevant Payment Schedule period from the ultimate client, the Embassy of the State of Qatar, Washington D.C.
- 4.4 No third party costs, expenses or disbursements will be recoverable from the Consultant.
- 5. Insurance
 During the term of this Agreement and one (1) year thereafter, the Supplier will provide and maintain adequate and suitable insurance cover, as the Consultant may reasonably require, in respect of the work undertaken by it in connection with the provision of any Services under this Work Order and shall provide evidence of such policy to the Consultant upon request.

PART B - ADDITIONAL TERMS

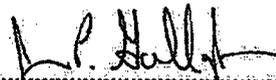
Subject to clause 2.5, the following terms and conditions shall apply in addition to the terms and conditions of the Agreement:

- 1. Condition Precedent
 Notwithstanding any other provision of this Agreement, this Work Order shall not come into effect unless and until the Consultant and the Client in respect of this Work Order have executed the Client Agreement and it is legally binding upon them.
- 2. Termination of this Work Order
 In the event that the Client Agreement in respect of this Work Order expires or is terminated for any reason in accordance with its terms, this Work Order shall automatically terminate at the same time as the effective date of expiry or termination (as appropriate) of such Client Agreement.

IN WITNESS whereof the Parties hereto have caused this Work Order to be duly executed.

PORTLAND PR INC.

THE GALLAGHER GROUP, LLC

SIGNED by Tim Allan, President

SIGNED by James Gallagher

March 2, 2016

3/1/2016

Date

Schedule 3 - Services

Description of Services

- Work at the direction of David MacKay of Portland DC, or a person David MacKay designates on the Portland account team in DC, London or Doha to make assignments, on issues relevant to the State of Qatar, the Embassy of the State of Qatar or the Government Communications Office of the State of Qatar.
- Provide strategic consulting and government relations services as required by Portland DC and the Embassy of the State of Qatar or the Government Communications Office of the State of Qatar.
- Provide Portland DC with monthly reports on activities and progress and a prompt notification of any tasks assigned by Embassy of the State of Qatar or the Government Communications Office of the State of Qatar.
- Include Portland DC on all original written and electronic communications to Portland's clients at the Embassy of the State of Qatar and the Government Communications Office of the State of Qatar relating to services provided herein.

HA
3/11/16